

NEGOTIATED AGREEMENT

ASBURY PARK
BOARD OF EDUCATION

AND

ASBURY PARK
EDUCATION ASSOCIATION

X 1981-82 -- 1982-83

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RESOLUTION
OF THE BOARD OF EDUCATION
ASBURY PARK, NEW JERSEY

WHEREAS, the Board of Education of the City of Asbury Park and the Negotiating Committee of the Asbury Park Education Association, Inc. have, after a number of meetings, come to agreement regarding the salary schedule for the school year 1981-82 and 1982-83; and

WHEREAS, the Board of Education of the City of Asbury Park and the Asbury Park Education Association, Inc. have reduced their agreement to writing;

BE IT, THEREFORE, RESOLVED, that the President and Secretary of the Board of Education of the City of Asbury Park be authorized by the Board to execute the Agreement annexed in accordance with the provisions of Title 34, Chapter 13A-1, Senate Bill No. 746 effective July 1, 1968, which includes the agreements of the parties regarding the salary guide, all of which have been examined and approved by the Board of Education of the City of Asbury Park.

AGREEMENT

In accordance with the provisions of Chapter 303 of Laws of 1968, The BOARD OF EDUCATION OF THE CITY OF ASBURY PARK and the ASBURY PARK EDUCATION ASSOCIATION, INC., for themselves, their successors and assigns, hereby mutually agree as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board including:

1. All certified members of the professional staff, but specifically excluding department chairmen having supervisory duties and appropriate supervisory certification, all other administrative and supervisory personnel, physicians, dentists and psychologists, and including also

2. Non-certified employees of the (1) janitorial and maintenance staff, (2) teacher aide staff, (3) secretarial staff, (4) security guards, and attendance officers;
(5) cafeteria employees,

but excluding employees in the Computer Center.

B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

2. Non-professional employees shall be referred to as custodians, teacher aide staff, secretarial staff, security guards, attendance officers, and cafeteria employees.

3. Professional and non-professional employees, as defined hereinabove, are to be designated as members of the Collective Negotiating Unit. The term Collective Negotiating Unit, when used hereinafter in this Agreement, shall refer to both professional and non-professional employees unless either is specifically excluded.

ARTICLE II
LEAVES OF ABSENCE

A. In granting leaves of absence, it shall be the policy of the Board of Education to grant leaves of absence for personal illness, injury or quarantine in accordance with the following rules and regulations:

1. In conformity with N.J.S.A. 18A:30-1, et seq., teachers shall be allowed sick leave with full pay for twelve days during each school year.

2. If any teacher shall utilize less than twelve days of sick leave with full pay allowed by N.J.S.A. 18A:30-1, et seq., the number of days in twelve not utilized during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.

3. Sick leave shall mean the absence from his or her duty of any teacher on account of personal disability due to illness or injury, or on account of quarantine for the presence of a contagious disease in his or her immediate household.

4. Teacher shall mean superintendent, supervisor, principal, vice principal, teacher, librarian, school nurse

or any certificated member of the instructional staff. These sick leave provisions shall extend also to all secretarial and janitorial employees, and to other non-certificated staff members. These sick leave provisions do not apply to part-time employees.

5. When absence on sick leave exceeds five successive school days, a physician's certificate covering the period shall be filed with the Superintendent of Schools.

B. In the case of the critical illness of a parent, brother, sister, husband, wife, or child, irrespective of residence, and in the case of the critical illness of a relative, who is a member of the teacher's household, no deductions shall be made provided such absence does not exceed three days.

C. Five school days on account of the death of a member of the teacher's immediate family shall be excused without loss of salary.

1. The term "immediate family" as used in C above shall be understood to include only the following:

wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or other relative who, at the time of death, has been a member of the teacher's household.

2. For absence beyond the limit of five days allowed in case of death of a member of the teacher's immediate family or in case of absence for death of any member of the family not included by the definition of "immediate family", the minimum pay for a substitute (half-pay for non-certificated) employees shall be deducted. For absence due to death of any person not covered by these rules and regulations, a full deduction shall be made.

D. In the case of the marriage of a teacher, or of a teacher's parent, brother, sister, or child a deduction of the minimum pay of a substitute (half-pay for non-certificated employees) shall be made for absence for the days of the wedding.

E. In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made provided the subpoena is filed with the Secretary of the Board and the teacher is not party plaintiff to the suit.

F. Six instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.

G. A day's salary for employees working on a ten-month-per-year basis is defined as 1/200 of the annual salary. A day's salary for employees working on a twelve-month-per-year basis is defined as 1/310 of the annual salary.

H. If an employee is absent for a number of days for causes other than sick leave, and during the period of absence a holiday occurs, deduction for such holiday shall be the same as for the preceding days. If the holiday occurs at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.

I. Teachers absent for causes other than personal illness for a majority of the days the schools are in session during September, December and June, or immediately preceding or following a school vacation period shall be paid only for the days of actual service.

J. Leaves of absence with full loss of pay, excepting that to which teachers are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.

K. All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing, and should indicate the reason for the contemplated absence, and the date on which the teacher expects to return to duty.

L. Full-time employees may be granted three (3) days of absence for conducting personal business when such business cannot be conducted during out-of-school hours. Requests for this privilege shall be submitted in duplicate to the Superintendent in writing at least three (3) days in advance of the desired absence. Such leave may not be granted for the day immediately preceding or following a school vacation period. The Superintendent may not deny leave arbitrarily. If requests are disapproved, the Superintendent shall post the reason. Should any of the days provided by this section be unused at the end of the school year, they will be added to the accumulating sick leave as provided in Paragraph A2.

M. 1. Up to three (3) days may be granted to four (4) elected officers of the Asbury Park Education Association to attend conferences and conventions of state and national affiliated educational organizations. Request for this privilege shall be submitted in duplicate to the Superintendent of Schools as least five (5) school days in advance of the desired absence.

2. One (1) custodial representative shall be permitted to attend the N.J.E.A. Convention at Atlantic City.

N. Teachers employed in a summer school program conducted by the Board of Education shall be allowed two (2) days of sick leave with full pay. Such sick leave

shall not be accumulative and shall be applicable only during the term of the summer school program.

O. Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, not later than the end of the first year of employment, full credit therefor. The amount of this credit is hereby fixed by this resolution of the Board and is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. Title 18A, Education.

P. Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

Q. For ten month employees starting their employment after September 1, and twelve month employees starting after July 1, all paid leave time shall be calculated on a pro-rated basis in proportion to the number of months remaining in the school year, with fractions of a day rounded off to the next whole day. The total amount of such pro-rated leave shall be available to the employee from the first day of employment.

ARTICLE III
INSURANCE PROTECTION

A. The Board of Education hereby agrees to provide the payment of premiums for family coverage in the New Jersey Public and School Employees Health Benefit Plan for all eligible employees, beginning July 1, 1968.

B. Eligible employees are defined as those permanent, full-time employees who are not presently receiving similar family health benefits coverage under any plan as the result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family insurance coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the future when they become eligible to receive similar family insurance coverage through the employment of a spouse or other member of their family.

C. Effective July 1, 1981, for the period July 1, 1981 through June 30, 1983, the Board of Education hereby

agrees to provide a sum not to exceed \$95,000.00 per year for the purpose of providing a dental insurance program for family coverage. Should the cost of any such program exceed \$95,000.00 each year, the additional cost shall be borne by the individual.

D. Effective July 1, 1981, the Board of Education shall provide a prescription drug program. The cost of such program shall not exceed an actual cost payout for the Board of Education of \$23,000.00 per year for the period of July 1, 1981 through June 30, 1983. Should the cost of any such program exceed \$23,000.00 each year, the additional cost shall be borne by the individual.

E. The \$95,000. and \$23,000. respectively may be applied to either the dental coverage or the prescription program or a proportionate amount to each, but in no case to exceed the total amounts stipulated.

ARTICLE IV
DEDUCTIONS FROM SALARY

A. Dues Deductions. The Board agrees to deduct from the salaries of its teachers dues for the Asbury Park Education Association, the Monmouth County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9) under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Asbury Park Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

B. Savings Deductions. In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the Mon-Oc Public Employees Federal Credit Union the fixed monthly deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of Mon-Oc Public Employees Federal Credit

Union on a semi-monthly basis. Each employee shall indicate in writing fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the amount to be deducted shall remain fixed during the duration of the fiscal year or school year and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of this resolution.

C. Savings Deduction. Tax Sheltered Annuity.

1. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity contract or contracts issued by any insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized to sell tax sheltered annuities in the State of New Jersey for the purpose of effecting such annuities.

The Lincoln National Life Insurance Company, Wayne, Indiana, is the disbursing agent for the Tax Sheltered

Annuity Program in the Asbury Park School System.

2. Employees may enroll January 1st with a cut-off date of December 15th.

3. Employees may enroll September 1st with a cut-off date of August 15th.

4. Deductions are to be made bi-monthly January through June and September through December. No deductions will be made during the months of July and August.

D. Representation Fee.

1. If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees' per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

3. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current

membership year. The Board will deduct the representation fee in equal installments, as nearly as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this article. The Association shall intervene in, and defend, any administrative or court litigation concerning

this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

8. This article shall become effective on July 1, 1980.

ARTICLE V
SALARY LISTS

A. The Board Secretary will submit to the Asbury Park Education Association a list of all employees represented by the Asbury Park Education Association and their contract salaries prior to September 1st of each school year.

B. Any adjustments to any salary after September 1st shall be reported to the Asbury Park Education Association along with a reason for such adjustment.

C. Increments of twenty (20) dollars for each semester-hour of graduate level course work taken beyond the Bachelor's or Master's degree will be added to base salary provided that the courses are taken in the teacher's field of certification or in a field of professional certification represented by the Asbury Park Education Association under the current negotiated agreement. Courses taken by classroom teachers in fields other than those for which they are certified must be in non-instructional areas. Graduate courses taken by teachers in the fields of guidance and pupil personnel services, for example, qualify under the agreement. Courses in Administration and Supervision do not. All courses should have prior approval of the Superintendent of Schools. In the event the teachers shall fail to obtain the prior approval of the Superintendent of Schools, but

in the exercise of his sole discretion it shall appear that the course is one which he might have granted prior approval, he may then grant subsequent approval of the said course, but no rights shall accrue until the time actual approval is granted. The maximum limit of allowances for increments for such courses is Four Hundred (\$400) Dollars.

ARTICLE VI

BOARD OF EDUCATION
Asbury Park, New JerseyTeachers' Salary Schedule
1981-82

<u>Step</u>	<u>Non-Degree</u>	<u>BA</u>	<u>MA</u>	<u>MA in Field</u>	<u>MA in Field + 30</u>
1	10,400	11,600	12,200	12,800	13,800
2	10,692	11,988	12,636	13,284	14,364
3	11,232	12,528	13,176	13,824	14,904
4	11,664	12,960	13,608	14,256	15,336
5	12,118	13,306	13,954	14,880	16,025
6	12,787	13,873	14,559	15,535	16,737
7	13,457	14,589	15,317	16,094	17,379
8	14,148	15,347	16,119	16,890	18,177
9	14,880	16,144	16,916	17,687	18,975
10	15,657	16,946	17,715	18,486	19,773
11	16,453	17,740	18,511	19,283	20,570
12	17,251	18,537	19,309	20,082	21,367
13	18,048	19,336	20,106	20,877	22,165
14	19,062	20,239	21,119	21,892	23,178
15	19,860	21,146	21,919	22,690	23,976
16	20,657	21,943	22,715	23,488	24,773
17	23,770	25,056	25,827	26,599	27,886

NOTE: Employees progressing from Step 16 to 17 in 1981-82 will receive one-half of the difference between the 1980-81 salary and the 1982-83 salary.

BOARD OF EDUCATION
Asbury Park, New Jersey

Teachers' Salary Schedule
1982-83

<u>Step</u>	<u>Non-Degree</u>	<u>BA</u>	<u>MA</u>	<u>MA in Field</u>	<u>MA in Field + 30</u>
1	10,800	12,000	12,600	13,200	14,200
2	11,232	12,528	13,176	13,824	14,904
3	11,547	12,947	13,647	14,347	15,513
4	12,131	13,530	14,230	14,930	16,096
5	12,597	13,997	14,697	15,396	16,563
6	13,087	14,370	15,070	16,070	17,307
7	13,810	14,983	15,724	16,778	18,076
8	14,534	15,756	16,542	17,382	18,769
9	15,280	16,575	17,409	18,241	19,631
10	16,070	17,436	18,269	19,102	20,493
11	16,910	18,302	19,132	19,965	21,355
12	17,769	19,159	19,992	20,826	22,216
13	18,631	20,020	20,854	21,689	23,076
14	19,492	20,883	21,714	22,547	23,938
15	20,587	21,858	22,809	23,643	25,032
16	21,449	22,838	23,673	24,505	25,894
17	25,672	27,060	27,893	28,727	30,117

ARTICLE VII

OVERTIME AND HOLIDAYS

A. Any extra duties for which overtime pay is provided for janitorial and maintenance personnel and which, because of the nature of the duty, can be carried out by any employee regardless of skill (i.e., custodial service at school functions) shall be distributed in order of rotation to all the employees in each individual school. If such duty is declined by an individual, the next individual in rotation shall be offered such duty. Any new personnel in an individual building will be placed at the bottom of the existing list.

B. The work week for janitorial and maintenance shall consist of forty (40) hours and five (5) days, Monday through Friday.

1. Call In Time for janitorial and maintenance shall be established at the level of not less than a minimum of one hour for call in.

C. Overtime pay shall be paid at time and one-half (1/2) the employee's regular pay.

1. Any custodians employed on the night shift shall be paid a differential of an additional \$5.00 per day they are so employed.

2. Secretarial and cafeteria staff employees shall, effective April 20, 1978, be paid overtime pay at the rate of time and one-half the regular rate of pay for all hours worked in excess of eight (8) hours in a single day provided that the employee shall have worked a minimum of thirty-five (35) hours in the week during which the overtime hours occurred.

D. Holidays - Janitorial and Maintenance Personnel

Holidays will be allowed with full pay for all janitorial and maintenance personnel as follows:

1. Independence Day, July 4 (total one (1) day)
2. Labor Day (total one (1) day)
3. Columbus Day (total one (1) day)
4. Veterans Day (total one (1) day)
5. Thanksgiving: Thanksgiving Day and the following Friday (total two (2) days)
6. Christmas Eve: Whenever Christmas Eve shall fall on a regular workday, one full day's leave on that day will be granted
7. Christmas Day (total one (1) day)
8. New Year's: One-half (1/2) day on New Year's Eve and New Year's Day, provided that these days fall on regular working days (total one and one-half (1-1/2) days)
9. Martin Luther King Day (total one (1) day)
10. Washington's Birthday, provided that school is not in session (total one (1) day)

11. Easter: Good Friday and Easter Monday
(total two (2) days)

12. Memorial Day (total one (1) day)

E. Vacation time for all members of the janitorial and maintenance staff shall be granted according to the following schedule:

1. After one (1) full year of employment, one (1) week or five (5) working days shall be granted.

2. After two (2) full years of employment, two (2) weeks or ten (10) working days shall be granted.

3. After ten (10) full years of employment, three (3) weeks or fifteen (15) working days shall be granted.

4. After fifteen (15) full years of employment, four (4) weeks or twenty (20) working days shall be granted.

All employees covered by this Article shall notify the Superintendent of Schools of requested vacation dates one month in advance. If so many employees working in the same school building apply for vacation during the same weeks so as to impede the operation of the school, the Superintendent of Schools may grant the applied for vacation week to the employee who is senior in point of service and require the other or others to apply during different weeks.

F. Vacation time for all members of the Secretarial Staff shall be granted according to the following schedule:

1. After one (1) full year of employment, one (1) week or five (5) working days shall be granted.

2. After two (2) full years of employment, two (2) weeks or ten (10) working days shall be granted.

3. After ten (10) full years of employment, three (3) weeks or fifteen (15) working days shall be granted.

4. After fifteen (15) full years of employment, four (4) weeks or twenty (20) working days shall be granted.

All employees covered by this Article shall notify the Superintendent of Schools of requested vacation dates one month in advance. If so many employees working in the same week so as to impede the operation of the school, the Superintendent of Schools may grant the applied for vacation week to the employee who is senior in point of service and require the other or others to apply during different weeks.

G. The semi-skilled differential for janitorial/maintenance personnel shall be granted upon completion of the ninety (90) day probationary period, provided the Building and Grounds Supervisor so recommends. This differential shall be \$500.00.

H. Janitorial Working Conditions.

Any job, not requiring a special skill, in which overtime pay is a factor, will be distributed in order from a list of all the employees in this division.

Any new personnel are to be placed at the bottom of the list.

BOARD OF EDUCATION
Asbury Park, New Jersey

Janitorial-Maintenance Salary Guide

<u>Step</u>	<u>1981-82</u>	<u>1982-83</u>
1	8,900	9,100
2	9,403	9,612
3	10,155	10,155
4	10,911	10,967
5	11,477	11,784
6	12,041	12,395
7	12,715	13,004
8	13,389	13,732
9	13,955	14,460
10	14,522	15,071
11	15,085	15,684
12	17,349	18,737

ARTICLE VII-A

SECRETARIAL SUMMER HOURS

For the duration of this Agreement, past practice with respect to the secretarial summer hours shall be continued by the Board.

BOARD OF EDUCATION
Asbury Park, New Jersey

Secretarial Salary Guide
1981-82

<u>Step</u>	<u>Grade 1</u> <u>Adm. Secretary</u>	<u>Grade 2*</u> <u>Secretary</u>	<u>Grade 3</u> <u>Key Punch</u> <u>Operator</u>
1	8,000	7,500	7,400
2	8,404	8,057	7,826
3	9,104	8,757	8,526
4	9,832	9,458	9,208
5	10,480	10,076	9,806
6	10,884	10,480	10,345
7	11,288	10,884	10,884
8	11,692	11,288	11,423
9	12,096	11,692	13,579
10	12,500	12,096	
11	12,905	12,500	
12	13,308	12,905	
13	13,712	13,308	
14	14,116	13,712	
15	14,520	14,116	
16	16,135	15,731	

NOTE: * 20 years of service on Grade 2, move to Grade 1.

The Board of Education reserves the right to negotiate the initial placement on the guide by granting previous experience.

BOARD OF EDUCATION
Asbury Park, New Jersey

Secretarial Salary Guide
1982-83

<u>Step</u>	<u>Grade 1</u> <u>Adm. Secretary</u>	<u>Grade 2*</u> <u>Secretary</u>	<u>Grade 3</u> <u>Key Punch</u> <u>Operator</u>
1	8,200	7,700	7,500
2	8,640	8,100	7,992
3	9,076	8,702	8,452
4	9,832	9,457	9,208
5	10,619	10,215	9,945
6	11,318	10,882	10,590
7	11,755	11,318	11,173
8	12,191	11,755	11,755
9	12,627	12,191	14,665
10	13,064	12,627	
11	13,500	13,064	
12	13,937	13,500	
13	14,373	13,937	
14	14,809	14,373	
15	15,245	14,809	
16	17,426	16,989	

NOTE: * 20 years of service on Grade 2, move to Grade 1.

The Board of Education reserves the right to negotiate the initial placement on the guide by granting previous experience.

ARTICLE VIII

MISCELLANEOUS

This Agreement shall constitute a board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as board policy.

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

The Board and the Association agree that there shall be no discrimination, and that all practices, procedure, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers

or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

Allen B. Weissberger, Secretary
Asbury Park Board of Education
Administrative Offices
1506 Park Avenue
Asbury Park, New Jersey 07712

2. If by Board, to Association at:

Mr. Russell C. Leidy, President
Asbury Park Education Association
Asbury Park High School
Asbury Park, New Jersey 07712

or

20 Harding Drive
Brick Town, New Jersey

Copies of the Agreement shall be printed and the expense of same shall be shared equally between the parties.

ARTICLE IX

All other agreements and policies, whether filed with the Public Employment Relations Commission or not, shall continue in effect, except where inconsistent herewith.

ARTICLE X

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Education Association before they are established. This clause shall expire upon the expiration of this Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall first occur. Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.

ARTICLE XI

Throughout the term of this Agreement and the salary years covered thereby discussions between the administration and the teaching staff will take place on items of mutual interest at reasonable times. Agreement arrived at during the pendance of this Agreement and approved by the Board may be added hereto by supplement.

ARTICLE XII

FAIR DISMISSAL POLICY

For those employees who are not covered by tenure, the Board of Education would agree to a 90-day probationary period during which the Board of Education may terminate without any review a probationary employee; however, after the completion of the probationary period, termination would be subject to binding arbitration.

ARTICLE XIII

Early Retirement

A. 1981-82

Employees who have attained the age of 55 years but less than the mandatory retirement age and who have 25 years of service in the Pension Fund and not less than 10 years in the Asbury Park School District may receive increased payment for unused sick leave upon retirement if the following conditions are met. Persons so qualified as defined above shall give notice of intention to retire prior to September 30, 1981, with actual retirement taking place on or prior to June 30, 1982. Payment in these instances shall be made for unused sick leave at the rate of \$35.00 per day for teachers and \$20.00 per day for non-professional staff. If notice of intention to retire is not given by September 30, 1981, this payment for unused sick leave shall be at the rate of \$20.00 per day for teachers and \$15.00 per day for non-professional staff.

B. 1982-83

For employees who will first meet the criteria for early retirement (age 55, 25 years of service in the Pension Fund and not less than 10 years of service in Asbury Park) some time during the 1982-83 contract year, payment for unused sick leave shall be at the rate of \$35.00 per day for teachers and \$20.00 per day for non-professional staff.

This increased benefit shall only accrue if notice of intention to retire is given prior to March 31, 1982, and such retirement actually takes place between July 1, 1982, and December 31, 1982. If notice of intention to retire is not given prior to March 31, 1982, then payment shall be at the rate of \$20.00 per day for teachers and \$15.00 per day for non-professional staff.

ARTICLE XIV
EMPLOYEE RIGHTS

A. No employee shall be disciplined except for just cause.

B. Each employee shall have the right to review his or her personnel file, at reasonable times during normal working hours, in the presence of an administrator. Employees shall have the opportunity to see and sign documents before they are placed in the file, and to receive a copy of same. The employee's signature shall indicate only that he or she has seen the document and had the opportunity to receive a copy of it, and not necessarily that he or she agrees with its contents. If the employee refuses to sign the document, the administrator shall make a notation in the file to that effect. Employees may file a response to any material placed in the file.

ARTICLE XV
MODIFICATION OF AGREEMENT

Any modification to this Agreement that may be reached by the parties during the term of this Agreement, shall be reduced to writing and signed by the parties.

ARTICLE XVI

BINDING ARBITRATION GRIEVANCE PROCEDURE

A. Under the Binding Arbitration Grievance Procedure a grievance is defined to mean an alleged violation of the contract or Board policy.

B. General.

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than thirty (30) calendar days following its alleged occurrence.

2. The Association shall have the right to have up to two (2) representatives present at all steps.

C. Procedure.

1. Level One.

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

2. Level Two.

If as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant within five (5) school days of the informal conference, the grievant shall set forth his complaint in writing to his immediate supervisor.

The statement shall include the nature of the grievance, the loss to the grievant, the results of his previous discussion and his dissatisfaction with the decision previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

3. Level Three.

The grievant may appeal the Level Two decision to the Superintendent of Schools. The appeal to Level Three must be made in writing and within five (5) school days of the grievant's receipt of the Level Two decision. The Superintendent of Schools shall render his decision in writing within ten (10) school days.

4. Level Four.

If the grievance is not resolved at Level Three, the grievant may submit his grievance to the Board of Education not later than ten (10) school days after receipt of the Superintendent's decision in Level Three. The Board of Education shall review the grievance and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

5. Level Five.

a. If the grievance is not resolved at Level Four, the grievant may request that the matter be submitted to arbitration. Such request for arbitration must be submitted to the Superintendent of Schools not

later than fifteen (15) days after receipt of the decision by the Board.

b. The parties shall attempt to mutually agree upon an arbitrator but if they are unable to reach agreement they shall request the Public Employment Relations Commission to appoint an arbitrator in accordance with PERC's rules.

c. The arbitrator shall confer with the representatives of the parties and hold appropriate hearings and submit his decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision which modifies any provision of this Agreement or Board policy. The decision of the arbitrator shall be binding on both parties.

d. The following matter shall not be subject to binding arbitration except as specifically provided for in this paragraph. The nonrenewal of a nontenure teacher contract shall not be subject to binding arbitration except as follows--at the conclusion of the first nontenure year in Asbury Park, the Board of Education shall have in its sole discretion the right to grant either a (probationary) contract or a (permanent nontenure) contract; if the Board of Education grants a "permanent nontenure" contract and then at the conclusion of that second year elects to

terminate that teacher, said teacher may grieve to final and binding arbitration the nonrenewal; if the teacher at the conclusion of the first year is granted a "probationary" second year contract and the Board of Education elects at the conclusion of this second year probationary contract to not renew said teacher, that matter shall not be subject to arbitration. Provided, however, should the Board of Education grant a contract for a third year to said probationary teacher, then such teacher shall have the right, at the conclusion of the third year, to take a nonrenewal for a tenure contract to final and binding arbitration.

D. Miscellaneous.

1. The costs for the services of the arbitrator shall be equally borne by the Board and the grievant.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

BOARD OF EDUCATION
Asbury Park, New Jersey

Salary Guide for Cafeteria staff

<u>1981-82</u>					
<u>Job Title</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Cook-Baker	5.50	5.96	6.55	7.07	7.52
Assistant Cook-Baker	4.70	4.85	5.02	5.32	5.78
Apprentice Cook-Baker	4.00	4.08	4.20	4.53	4.84
General Helper	3.35	3.48	3.60	3.76	4.07

<u>1982-83</u>					
Cook-Baker	5.50	5.96	6.55	7.07	8.12
Assistant Cook-Baker	4.80	5.08	5.24	5.42	6.24
Apprentice Cook-Baker	4.10	4.32	4.41	4.54	5.23
General Helper	3.40	3.62	3.76	3.89	4.40

Salary Guide for Aides

		<u>1981-82</u>	<u>1982-83</u>
Step 1	Base Salary (10 months)	6,653	7,185
Step 2	Add \$20 per credit up to a maximum of \$400	7,053	7,585
Step 3	Add \$400 for attainment of AA Degree or a total of 60 credits	7,453	7,985

Salary Guide for Attendance Officers

<u>1981-82</u>	<u>1982-83</u>
1 @ 12,276	1 @ 13,258
1 @ 12,877	1 @ 13,907

Salary Guide for Security Guards

<u>1981-82</u>	<u>1982-83</u>
10,192	11,007

ARTICLE XVII

This Agreement shall expire June 30, 1983.

ASBURY PARK BOARD OF EDUCATION

By James T. Burgess
President

Attest:

Allen B. Kussly
Secretary

Dated: June 24, 1981

ASBURY PARK EDUCATION ASSOCIATION, INC.

By Georgia A. Stradford
Vice President

Attest:

Steven A. Batt
Secretary

Dated: June 25, 1981

COPY